

# **TOWN OF DAVIE**

## **TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bette S. Gibson, Recreation Coordinator 797-1089

**DOCUMENT PREPARED BY:** Dennis Andresky, Parks and Recreation Director

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Townwide

**TITLE OF AGENDA ITEM:** A resolution of the Town of Davie, Florida, authorizing the Mayor, Town Administrator, and appropriate staff to enter into a lease agreement with Indian Ridge Middle School for the Extreme Teen summer half day program from June 16 to August 25, 2003

**REPORT IN BRIEF:** This program has been in existence since FY 2000. During FY 2000 and 2001, the Town and school agreed to a reciprocal use agreement whereby the Town was given no cost use of the school facilities for its summer program and the school was granted no cost use of the Orange Park Community Center for the JET Program. During FY 2002, the JET program was relocated to the Florence DeGeorge Boys and Girls Club which resulted in the Town being charged \$2400 for use of the Indian Ridge School facilities for this program. The School Board has enforced strict compliance with its established fees following the fee for use issue it had with the Boys Scouts of America.

Staff had budgeted \$2,400 for rental of the school's facilities for this year's program and contacted the school in March to finalize usage arrangements. Staff was notified on Friday, May 16, 2003, that the fees for this year's usage had increased to \$6,363.00, a 265% increase. Since staff has completed all of the necessary registration, staffing and scheduling preparations needed to conduct the program, it is recommended that this resolution be approved in order to proceed with this year's program. Staff also recommends that consideration be given to increasing the fees for this program in order to continue it in future years.

**PREVIOUS ACTIONS:** For the previous four years, the Town has utilized the Indian Ridge Middle School for our half day Extreme Teen Summer Program.

**CONCURRENCES:** None

**FISCAL IMPACT:**

Has request been budgeted?      yes

If yes, expected cost: \$6,363.80

Account Name: Jr. Diversionary, 001-0826-572-0440

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution and Exhibit A

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND APPROPRIATE STAFF TO ENTER INTO A LEASE AGREEMENT WITH INDIAN RIDGE MIDDLE SCHOOL FOR THE EXTREME TEEN SUMMER HALF DAY PROGRAM FROM JUNE 16 TO AUGUST 25, 2003

WHEREAS, the Town of Davie desires to have an Extreme Teen Summer Program for children in sixth, seventh, and eighth grades; and

WHEREAS, this program has been in existence for five summers; and

WHEREAS, this program is from 1:00 p.m. to 5:00 p.m. for six weeks from June 16 to August 25, 2003.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby authorize the signing of the Indian Ridge Middle School agreement.

SECTION 2. Further, the Town Council authorizes the Mayor, Town Administrator and appropriate staff to execute said agreement and all necessary documents per Exhibit A.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_

MAYOR/COUNCILMEMBER

ATTEST:

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TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

## APPLICATION AND LEASE FOR USE OF PUBLIC SCHOOL FACILITIES

(Return To Issuing School For Principal's Approval)

The applicant requests authorization for use of the public school facilities indicated for the purpose and at the times shown below:

School: Indian Ridge Middle School Facilities Needed: Cafeteria & Gym  
 Dates: 7/1-23/03 From: 1:00 P.M. To: 5:30 P.M.  
 (If necessary, attach a schedule showing dates of use) Will coordinate hours if summer school held here  
 Nature and purpose of use: summer camp (11:30-5:00pm)  
 Name(s) of Speaker(s): \_\_\_\_\_  
 Custodian: 1 To be paid by: TOD Security/Police: Yes A  
 Equipment: \_\_\_\_\_ Special Assistance: \_\_\_\_\_ Other: No: x  
 Name of Applicant (Lessee): Town of Davie Recreational Department  
 Applicant's Mailing Address: 6901 Orange Drive, Davie, FL 33314

☐ SCHOOL ALLIED GROUP ☒ GOVERNMENT ORGANIZATION  
☐ NOT-FOR-PROFIT 501(c)(3) ☐ OTHER  
 (please attach IRS certification/documentation)

Applicant Contact: Bette Gibson Phone No.: 954-797-1089  
 Fax No.: \_\_\_\_\_

Total Rental Fee: \$ 3,999.60 (Organizations must prepay rental fee before gaining access to school facilities)

A deposit in the amount of \$ total must be submitted with the application no later than 6/6/03  
 This deposit shall be received into the school's Internal Accounts Trust Fund. (The deposit will apply toward the total charges)

**LIABILITY INSURANCE REQUIREMENTS** (Governmental agencies may not be subject to liability insurance requirements)

LIMITS:	Bodily Injury	\$100,000 per person, \$300,000 per occurrence
	Property Damage	\$25,000 per occurrence

NOTE: A Certificate of Insurance reflecting the above limits must be attached to this application. The School Board of Broward County, Florida, must be named as an additional insured under the general liability policy coverage. Insurance requirements for Circus and Carnivals please refer to School Board policy 1341, paragraph 13.

I (person requesting lease), \_\_\_\_\_, signing on behalf of myself and the organization I represent, do hereby solemnly swear or affirm that we support the Constitution of the United States and of the State of Florida. I do hereby also swear or affirm on behalf of the organization named herein that no person is excluded from membership in such organization nor from participating in the activity or program covered by this agreement on the grounds of sex, race, color or national origin.

Date of Application: \_\_\_\_\_  
 Approved by: \_\_\_\_\_  
 Principal  
 Approved by: \_\_\_\_\_  
 Superintendent or Designee

AUTHORIZATION OF USE OF PUBLIC SCHOOL FACILITIES IS CONDITIONED UPON ADVANCE PAYMENT OF THE CHARGE(S) SHOWN ABOVE AND COMPLIANCE WITH THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

Original for School File (white)  
 Copy to Risk Management Department (yellow)  
 Copy and Provisions to Lessee (pink)  
 Rev. 6/02  
 WJ8777

## LEASE PROVISIONS

The authorized use of Broward County public school facilities is subject to the following conditions:

1. The Lessor (School Administration):
  - a. Shall furnish light, heat and water by means of appliances installed for ordinary purposes, but for no other purposes. The Lessor shall not be responsible or chargeable for interruptions, delays or failures in furnishing any such utilities due to causes beyond the control of the Lessor.
  - b. Shall not be responsible for any damage, accident or injury to the Lessee (Applicant), his property or his agents, servants, employees or their property, from any cause whatsoever, nor for injury or damage to persons or their property while attending the function sponsored by the Lessee either prior, during or subsequent to the period for which use of school facilities by Lessee has been authorized.
  - c. Reserves the right in the exercise of discretion, to rescind and cancel this agreement at any time.
2. The Lessee shall:
  - a. Indemnify, hold harmless, protect and defend the School Board of Broward County, Florida, its employees and agents, against any and all liability for bodily injury and/or property damage of whatsoever nature incident to the use of Broward County school facilities as described in the attached application. The Lessee further agrees that the insurance coverage required, pursuant to Subsection b. below, shall cover the obligations set forth above.
  - b. Maintain the following insurance coverage: Comprehensive Liability (including Products Liability if any food will be served which has been prepared by other than School Fund Service employees, for bodily injury: \$100,000 per person; \$300,000 per occurrence and for property damage (broad form) \$25,000 per occurrence.
  - c. Obtain at Lessee's cost and expense any and all licenses or permits required by law or ordinance.
  - d. Obtain and pay any and all necessary help, unless otherwise specified.
  - e. Accept the facilities as they are at the time of occupancy. Removal or change of location of any appliance or equipment, occasioned by Lessee's use of school facilities, shall be made by Lessee at Lessee's expense, but no such removal or change shall be made without prior written approval by the School Principal. Any appliance or equipment, removed or relocated by Lessee, shall be replaced as found.
  - f. Arrange and be responsible for all deliveries of equipment, properties, scenery, etc. subject to the approval of the School Principal.
  - g. Remove from the school premises, within twenty-four (24) hours following the termination of the authorized use, all equipment, properties, scenery, etc., for which the Lessee is responsible; any such material remaining after twenty-four (24) hours will be subject to storage charges.
3. The authorized use of school facilities shall be subject to the following regulations.
  - a. The Lessee shall not assign the approved Application for use of school facilities or sublet the facilities designated in such Application, or use said facilities or any part thereof, for any purpose other than that set out in the Application, without the written consent of the Lessor.
  - b. Lessee shall not use or store, nor permit to be used or stored, in or on any part of school premises, any substance or thing prohibited by any law ordinance, or by standard policies of fire insurance issued by companies operating in Florida, or without permission from the School Principal, any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or similar substances, or explosives of any kind.
  - c. Lessee shall not bring on school premises, keep, possess or use thereon, or permit others to do so, any intoxicating beverage, drug or gambling device.
  - d. Smoking shall not be permitted on school grounds in accordance with School Board policy 1120
  - e. Lessor reserves the right, through its representatives, to eject any objectionable person or persons from said building, and upon the exercise of this authority, through its representatives, agents, or policemen, lessee hereby waives any right and all claims for damages against lessor; if any of its agents.
4. Equipment or furnishings shall not be removed from the school premises under any condition.
5. The application and the lease provisions shall constitute the total lease and shall be binding upon all parties upon the execution by the Principal and the Superintendent, or his designee.

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Space Requested	Number Requested	hours requested	Unit Cost	Total cost
Classroom (per day)			x 30.00 =	\$ -
Auditorium Per Performance (3 hour min.)			x 550.00 =	0.00
Rehearsal or Setup (add'l hour)			x 90.00 =	0.00
Each Additional Hour			x 25.00 =	0.00
Cafeteria Fee Per Day or Half Day	18		x 100.00 =	0.00
			x 60.00 =	1080.00
Media Center/Multi-Purpose Room (per day)			x 30.00 =	0.00
Gymnasium (per hour, 3 hr. minimum)		24	x30.00 =	720.00
Athletic Fields & Associated Parking (per hour, 3 hr min)			x 30.00 =	0.00
Athletic Stadium (Specify, fields vary)				
Swimming Pool (Includes parking, per hour, 3 hr. min. )			x 30.00 =	0.00
Other				
total rental fee				\$ 1,800.00

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Please Check One:

☐ Elementary

☒ Middle

☐ High

category	hours required	unit cost	total cost
Energy Assessment		\$ 19.45	\$ -
Custodian (3 hr. minimum)	72	\$ 30.55	2199.60
total operational cost			\$ 2,199.60

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	hours requested	unit cost	total cost
Technician Supervision (per hour)		x 25.00	\$ -
Technical Crew (per hour)		x 25.00	0.00
School Security (per hour)		x 36.00	0.00
total personnel costs			-
Sales tax @ 6% (If Applicable)			
total facility rental cost			\$ 3,999.60